



TERMS OF USE

Last Updated: March 16, 2021

INTRODUCTION

Welcome to the Holberton Website (defined below) and thank you for your visit. We hope that you will enjoy this experience.

Holberton is a software company founded in Silicon Valley that provides programs & tools in the field of computer science for individual training as well for educational institutions.

These Terms of Use ("**Terms**") constitute a binding agreement between you and Holberton, Inc. and our affiliates, subsidiaries and partners ("**Holberton**," "**we**," "**us**"). Please read these Terms carefully before using the Holberton Website. "You" and "users" shall mean all visitors to the Holberton Website. These Terms include Holberton's Privacy and Cookies Policy ("**Privacy Policy**"), which is incorporated by reference into these Terms. Your use of the Holberton Website signifies your agreement to be bound by these Terms each time you access the Holberton Website. If you do not agree to any of these Terms, do not use the Holberton Website.

We reserve the right, in our sole discretion, to revise these Terms at any time, in whole or in part, by posting an updated version. Changes to these Terms will be effective when posted. You agree to visit this page periodically to review the most current Terms and your continued use of the Holberton Website, or any part thereof after any changes to these Terms are posted constitutes your binding acceptance of these Terms. If you object to any changes to these Terms, your sole recourse will be to stop using the Holberton Website.

If you are under 18 years of age, you represent and agree that you possess the legal consent of your parent or guardian to access and use the Holberton Website. No part of the Holberton Website is directed to persons under the age of 13.

The Holberton Website is operated from the United States, but may be accessed in other parts of the world. If you are located outside of the United States and you access or use the Holberton Website, you acknowledge, understand and agree that you are doing so on your own initiative and at your own risk and that it is your responsibility (and not ours) to make sure that your use of the Holberton Website complies with all applicable local laws in the jurisdiction from where you access or use the Holberton Website.



SUMMARY

[PRESENTATION AND USE OF THE WEBSITE](#)

[TECHNICAL CONFIGURATION](#)

[INTELLECTUAL PROPERTY](#)

[LINKS TO THIRD-PARTY WEBSITES](#)

[HOLBERTON'S LIMITED LIABILITY](#)

[CONSEQUENCES OF VIOLATING THESE TERMS](#)

[ARBITRATION, CLASS WAIVER AND WAIVER OF JURY TRIAL](#)

[GENERAL TERMS](#)

1. PRESENTATION AND USE OF THE WEBSITE

The "Holberton Website" means the website located at www.holberton.us. The Holberton Website provides an online platform to enable you to view information online and through other connected devices about our history, programs and tools.

2. TECHNICAL CONFIGURATION

For an optimized use of the Holberton Website, we recommend the following minimum technical configuration:

	Conseillé		Minimum	
	PC	MAC	PC	MAC
Operating System	Windows 10, version 1903 or superior	MacOS 10.13 or superior	Windows 10, version 1803 or superior	MacOS 10.12 or superior
Processor	Intel or AMD with virtualization instruction support VT-x/AMD-V (Intel Core i5 and superior)			
Memory	16GB		4GB	
Free Hard Disk Space	60GB SSD		30GB	
Internet Browser	Chrome 77.0.3865.120 or superior			
Vagrant	Vagrant 2.0.2 or superior – with Ubuntu 14.04 box			
VirtualBox	VirtualBox 5.2 or superior			
Antimalware	Malwarebytes 3.0 or superior – or equivalent security software			



You undertake to access the Holberton Website using a device that complies with the required configuration described above and that is virus-free.

3. INTELLECTUAL PROPERTY

Holberton, the Holberton logo, and other Holberton logos and product and service names are or may be trademarks of Holberton (the "Holberton Marks"). You agree not to display or use in any manner the Holberton Marks without our prior written permission, and except as solely enabled by any link as provided by us.

The contents of the Holberton Website include: designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, and other Holberton content (collectively, "Holberton Content"). All Holberton Content and the compilation (meaning the collection, arrangement, and assembly) of all Holberton Content are the property of Holberton or its licensors and are protected under copyright, trademark, and other laws.

Subject to these Terms, we hereby grant you the limited, revocable, non-exclusive, non-transferable, non-assignable, worldwide license to access and use the Holberton Website and the Holberton Content solely for the use of Holberton's services, at our discretion. Any other use is expressly prohibited. This license is revocable at any time without notice and with or without cause. Unauthorized use of the Holberton Content may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited. You must preserve all copyright, trademarks, service marks, and other proprietary notices contained in the original Holberton Content on any copy you make of the Holberton Content in accordance with these Terms.

No Holberton Content or other material made available on or through the Holberton Website may be copied, modified, reproduced, duplicated, republished, uploaded, posted, transmitted, sold, transferred, publicly displayed, distributed, or used to create derivative works, in any way without written permission of the copyright owner unless such content is specifically made available for and authorized to be downloaded from the Holberton Website, in which case you are authorized to download a single copy of such materials for your own use. For example, certain materials regarding our products and programs may be made available as unprotected PDF files that can be downloaded by users of the Holberton Website. Materials not made available for download may not be downloaded or copied without prior written permission. Modification of materials obtained from the Holberton Website for any other purpose, including, without limitation, any commercial purpose, is a violation of the copyrights and other proprietary rights of Holberton or its licensors, unless you have obtained express written authorization to the contrary.

No materials obtained from the Holberton Website, even if authorized for download from the Holberton Website, may be redistributed, nor may they be used for any commercial purpose, without Holberton's prior written permission.

There are no implied licenses granted in these Terms.

4. LINKS TO THIRD-PARTY WEBSITES

The Holberton Website may link to third-party websites to facilitate its provision of services to you. If you use these links, you will leave the Holberton Website. Some of these third-party websites may use Holberton



Content under license from Holberton. Holberton is not responsible for these third-party websites, whether or not Holberton is affiliated with such third-party websites. Through our use, we do not endorse the organizations sponsoring such third-party websites or their products or services. You agree that Holberton is not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings you may have on or through a third-party website or as a result of the presence of any third-party advertising on the Holberton Website.

5. HOLBERTON'S LIMITED LIABILITY

Changes to the Holberton Website. We may change, suspend, or discontinue any aspect of the Holberton Website at any time, in our sole discretion, including hours of operation or availability of the Holberton Website or any feature, without notice or liability.

User Disputes. We are not responsible for any disputes or disagreements between you and any third party you interact with using the Holberton Website. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party. You release Holberton of all claims, demands, and damages in disputes among users of the Holberton Website. You also agree not to involve us in such disputes. Use caution and common sense when using the Holberton Website.

Content Accuracy. We make no representations about accuracy, reliability, completeness, or timeliness of any contents of the Holberton Website. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from a third-party service provider or the quality or nature of third-party products or services obtained through the Holberton Website. Use the Holberton Website at your own risk.

Third-Party Websites. The Holberton Website may include links to third party websites and applications. You are responsible for evaluating whether you want to access or use them. We are not responsible for and do not endorse any features, content, advertising, products, or other materials on other websites or applications. You assume all risk and we disclaim all liability arising from your use of them.

We make no promises and disclaim all liability of specific results from the use of the Holberton Website.

A. DISCLAIMER OF WARRANTIES

"Released Parties" include Holberton and its affiliates, officers, employees, agents, service providers, partners and licensors.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE HOLBERTON WEBSITE IS AT YOUR SOLE RISK, AND THE HOLBERTON WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE HOLBERTON WEBSITE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (i) THE HOLBERTON WEBSITE WILL MEET YOUR REQUIREMENTS, (ii) THE HOLBERTON WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE



OBTAINED FROM THE USE OF THE HOLBERTON WEBSITE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY GOODS OR SERVICE AVAILABLE ON THE HOLBERTON WEBSITE WILL MEET YOUR EXPECTATIONS AND, (iv) ANY ERRORS IN THE HOLBERTON WEBSITE WILL BE CORRECTED; AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE HOLBERTON WEBSITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

B. LIMITATION OF LIABILITY AND INDEMNIFICATION

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE), FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF HOLBERTON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE HOLBERTON WEBSITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE HOLBERTON WEBSITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON THE HOLBERTON WEBSITE; (v) YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US; OR (vi) ANY OTHER MATTER RELATING TO THE HOLBERTON WEBSITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE HOLBERTON WEBSITE OR YOUR USE OF HOLBERTON CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$100.

Indemnification. You agree to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, liabilities, damages, losses, costs, expenses, fees, actions, or demands, including, without limitation, reasonable legal and accounting fees, alleging or resulting from (i) your use of or reliance on any third-party content, (ii) your use of or reliance on any Holberton Content, (iii) your violation of any person's intellectual property, privacy, publicity or other right, (iv) the violation of any applicable laws and/or these Terms by you and/or anyone using your login credentials to access and otherwise use the Holberton Website (in whole or in part), (v) the breach of any of your warranties, representations, responsibilities or other obligations set forth in these Terms, or (vi) the willful misconduct of you or anyone accessing the Holberton Website using your login credentials. We shall provide notice to you promptly of any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. This provision shall remain in full force and effect notwithstanding any termination of your use of the Holberton Website.



6. CONSEQUENCES OF VIOLATING THESE TERMS

In instances where portions of the Holberton Website might be operated by a third party, such as a Third Party Service or a partner of Holberton, such partner shall be entitled to enforce the provisions hereof as if it were a party hereto.

We, or our third party partners, as applicable, reserve the right to suspend or terminate your account, if applicable, and prevent access to the Holberton Website for any reason, without notice to you, at our discretion. We or our third party partners, as applicable, also reserve the right to refuse to provide the Holberton Website to you in the future.

You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms and your use of the Holberton Website.

7. ARBITRATION, CLASS WAIVER AND WAIVER OF JURY TRIAL

These Terms and the relationship between you and Holberton shall be governed by the laws of the State of Delaware without regard to its conflict of law provisions, regardless of where you live. These Terms shall be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in the State of Delaware for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM HOLBERTON. In the unlikely event that Holberton has not been able to resolve a dispute it has with you after 60 days, we each agree to resolve any claim, dispute, or controversy (excluding any Holberton claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration before the American Arbitration Association (the "AAA") under its Consumer Arbitration Rules (the "AAA Rules"), except as provided herein. The arbitration will be conducted in Delaware, unless you and Holberton agree otherwise. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Holberton from seeking injunctive or other equitable relief from the courts as necessary to protect any of Holberton's proprietary interests. ALL CLAIMS



MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS TERMS OF SERVICE, YOU AND HOLBERTON ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

8. GENERAL TERMS

These Terms constitute the entire agreement between you and Holberton concerning your use of the Holberton Website. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. The section titles and annotations in these Terms are for convenience only and have no legal or contractual effect.

If you have any questions, please send us an email at legal@holbertonschool.com.